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13 *Pte., Ltd.*

14 TIANHAI LACE CO. LTD., TIANHAI  
15 LACE (GUANGDONG) LTD. and  
16 TIANHAI LACE USA INC.,

17 Plaintiffs,  
18 v.

19 ZOETOP BUSINESS CO. LIMITED d/b/a  
20 SHEIN; SHEIN DISTRIBUTION  
21 CORPORATION; FASHION  
22 MARKETING AND MERCHANDISING  
23 GROUP, INC.; ROADGET BUSINESS  
24 PTE., LTD.; STYLE LINK LOGISTICS,  
LLC; and DOES 1-10,

Defendants.

Case No.: 2:22-cv-06106-JLS-MRW

**DEFENDANT ROADGET BUSINESS  
PTE., LTD.'S ANSWER TO  
PLAINTIFFS' SECOND AMENDED  
COMPLAINT**

**JURY TRIAL DEMANDED**

Judge: Hon. Josephine L. Staton  
Action Filed: August 26, 2022

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Defendant Roadget Business Pte., Ltd. (“Roadget”) by and through its counsel, hereby responds to the Second Amended Complaint filed by Plaintiffs Tianhai Lace Co. Ltd., Tianhai Lace (Guangdong) Ltd. and Tianhai Lace USA Inc.’s (collectively, “Plaintiffs” or “Tianhai”) (ECF 65, the “SAC”) as follows:

## **NATURE OF THE ACTION**

1. This is a civil action for copyright infringement under federal law.

**ANSWER:**

Roadget admits that Plaintiffs have purported to allege claims for copyright infringement against Roadget, but denies that those claims have merit.

2. Tianhai brings this action seeking injunctive relief, lost profits, actual damages (or statutory damages), and attorneys' fees and costs arising out of Defendants' willful infringement of Tianhai's exclusive rights in lace designs.

**ANSWER:**

Roadget admits that Plaintiffs have purported to allege claims for copyright infringement against Roadget, but denies that those claims have merit.

## **PLAINTIFFS**

3. Plaintiff Tianhai Lace Co., Ltd. is a limited company of China with a principal address at Room 1120, No. 9 Linhe West Road, Tianhe District, Guangzhou City, Guangdong Province, China.

**ANSWER:**

Roadget lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the SAC and, therefore, denies them.

4. Plaintiff Tianhai Lace (Guangdong) Ltd. is a limited company of China with a principal address at No. 213 Lianuang Road, Economy and Technology Development District, Guangzhou City, Guangdong Province, China.

## ANSWER:

Roadget lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the SAC and, therefore, denies them.

1       5. Plaintiff Tianhai Lace USA Inc. is a corporation of New York with a principal  
2 address at 152 Madison Avenue, Room 1103, New York, NY 10016.

3 **ANSWER:**

4             Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
5 the allegations contained in Paragraph 5 of the SAC and, therefore, denies them.

6              **DEFENDANTS**

7       6. Defendant Zoetop Business Co. Limited d/b/a SHEIN (“Zoetop”) is a limited  
8 company of Hong Kong having places of business at least at Room 11-12, 2/F, Hong Leong  
9 Plaza (Phase 1), No. 33 Lok Yip Road, Fanling Hong Kong, and Datang Town Sanshui  
10 Industrial Park, Fo Shan, Guangdong 528100, China.

11 **ANSWER:**

12              These allegations are directed to Zoetop Business Co., Ltd. (“Zoetop”). A response  
13 from Roadget is not required. To the extent a response is required, Roadget admits that, to  
14 the best of its knowledge, information, and belief, and without prejudice to the right and  
15 ability of any other defendant to respond, Zoetop is a Hong Kong limited company. Roadget  
16 denies the remaining allegations of Paragraph 6 of the SAC.

17       7. Defendant SHEIN Distribution Corporation (“SHEIN”) is a Delaware  
18 corporation having its principal place of business at 345 N. Baldwin Park Blvd., City of  
19 Industry, CA 91746.

20 **ANSWER:**

21              These allegations are directed to SHEIN Distribution Corporation (“SDC”). A response  
22 from Roadget is not required. To the extent a response is required, Roadget admits that, to  
23 the best of its knowledge, information, and belief, and without prejudice to the right and  
24 ability of any other defendant to respond, SDC is a Delaware Corporation but denies that  
25 SDC has its principal place of business at 345 N. Baldwin Park Blvd., City of Industry,  
26 CA 91746.

27       8. Defendant Fashion Marketing and Merchandising Group, Inc. (“FMMG”),  
28 formerly incorporated as SHEIN Fashion Group, Inc., is a California corporation having its

1 principal place of business at 345 N. Baldwin Park Blvd., City of Industry, CA 91746.

2 **ANSWER:**

3 These allegations are directed to Fashion Marketing and Merchandising Group, Inc.  
4 (“FMMG”). A response from Roadget is not required. To the extent a response is required,  
5 Roadget admits that, to the best of its knowledge, information, and belief, and without  
6 prejudice to the right and ability of any other defendant to respond, FMMG was a California  
7 corporation that was previously named Shein Fashion Group, Inc., and that had a principal  
8 place of business at 345 N. Baldwin Park Blvd., City of Industry, CA 91746. Roadget denies  
9 the remaining allegations of Paragraph 8 of the SAC.

10 9. Defendant Roadget Business Pte. Ltd. (“Roadget”) is a company of Singapore  
11 with an incorporation address at 112 ROBINSON ROAD, #03-01, ROBINSON 112,  
12 Singapore 068902. Upon information and belief, Luo Ying is a registered officer of Roadget  
13 and an agent, employee or other representative of SHEIN.

14 **ANSWER:**

15 Roadget admits that it is a Singapore company and that it maintains an office in  
16 Singapore. To the extent the remaining allegations contained in Paragraph 9 of the SAC are  
17 understood, Roadget denies such allegations.

18 10. Defendant Style Link Logistics, LLC (“Style Link”) is a limited liability  
19 company of Indiana, which is registered to do business in California with the address of 345  
20 N. Baldwin Park Blvd., City of Industry, CA 91746.

21 **ANSWER:**

22 These allegations are directed to Style Link Logistics, LLC (“Style Link”). A  
23 response from Roadget is not required. To the extent a response is required, Roadget admits  
24 that, to the best of its knowledge, information, and belief, and without prejudice to the right  
25 and ability of any other defendant to respond, Style Link is an Indiana limited liability  
26 company. Roadget lacks information or knowledge sufficient to form a belief as to the truth  
27 of the remaining allegations contained in Paragraph 10 of the SAC and, therefore, denies  
28 them.

1       11. Upon information and belief, Tianhai alleges that Defendants Does 1-10 (the  
2       “Does”) are unknown persons, firms, entities, or corporations that, directly or indirectly,  
3       jointly or severally, willfully undertook, performed, participated in, or engaged in various  
4       illegal, unauthorized, and wrongful actions as set forth herein on behalf of or in conspiracy  
5       with Zoetop, SHEIN, FMMG, Roadget, and/or Style Link against Tianhai and/or the public,  
6       should be enjoined from engaging in such actions, and are liable to Tianhai for damages.  
7       The Does’ true identities, locations, and residences are currently unknown to Tianhai  
8       because, in perpetrating their illegal, unauthorized, and wrongful acts, the Does have  
9       intentionally hidden their identities to evade detection.

**ANSWER:**

11 These allegations are directed to Does 1-10. A response from Roadget is not required.  
12 To the extent Paragraph 11 contains allegations directed to Roadget, Roadget denies that it  
13 engaged in a conspiracy with any entity to undertake, perform, participate in, or engage in  
14 illegal, unauthorized, and wrongful actions. Roadget lacks information or knowledge  
15 sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph  
16 11 of the SAC and, therefore, denies them.

## **JURISDICTION AND VENUE**

18       12. This is a civil action for injunctive relief and damages for copyright  
19 infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*

**ANSWER:**

21 Roadget admits that Plaintiffs have purported to allege claims for copyright  
22 infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*, but denies that those claims  
23 have merit.

24       13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
25 §§ 1331 and 1338(a).

**ANSWER:**

Roadget admits that this Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a), but denies that this action has merit.

1       14. This Court has personal jurisdiction over Defendants SHEIN, FMMG, and  
2 Does because Defendants SHEIN and FMMG have principal places of business in this  
3 District (345 N. Baldwin Park Blvd., City of Industry, CA 91746), and Defendants SHEIN,  
4 FMMG, and Does conduct continuous and systematic business in California, including by  
5 maintaining places of business and renting a storage facility to sell and transport the  
6 infringing products complained of in and to the Central District of California. The effect of  
7 SHEIN's, FMMG's, and Does actions arises in multiple districts, including the ports of Los  
8 Angeles and Long Beach in the Central District, and a substantial portion of the events  
9 giving rise to the claims herein occurred within this District.

10 **ANSWER:**

11       These allegations are directed to SDC, FMMG, and Does. A response from Roadget  
12 is not required. To the extent a response is required, Roadget denies the allegations  
13 contained in Paragraph 14 of the SAC.

14       15. This Court has personal jurisdiction over Defendants Zoetop and Does because  
15 Defendants Zoetop and Does sold products complained of into the U.S. and/or solicited a  
16 significant amount of businesses from the U.S. under the trademark SHEIN, including  
17 within this District.

18 **ANSWER:**

19       These allegations are directed to Zoetop and Does. A response from Roadget is not  
20 required. To the extent a response is required, Roadget denies the allegations contained in  
21 Paragraph 15 of the SAC.

22       16. This Court has personal jurisdiction over Defendant Roadget because  
23 Defendant Roadget operates websites and mobile applications to purposefully solicit  
24 business from the U.S., including within this District, and offers, sells, imports, and  
25 transports a substantial amount of products, including the infringing products complained  
26 of, to the U.S., including in and through this District.

27 **ANSWER:**

28       To the extent the allegations contained in Paragraph 16 of the SAC are understood,

1 Roadget denies such allegations.

2       17. This Court has personal jurisdiction over Defendant Style Link because  
3 Defendant Style Link has a principal place of business in this District, and imports or  
4 transports products, including the infringing products complained of to the U.S., including  
5 in and through this District, for Defendants Roadget and SHEIN.

6 **ANSWER:**

7       These allegations are directed to Style Link. A response from Roadget is not required.  
8 To the extent Paragraph 17 contains allegations directed to Roadget, and without prejudice  
9 to the right and ability of any other defendant to respond, Roadget denies the allegations  
10 contained in Paragraph 17 of the SAC.

11      18. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 1400(a),  
12 including because the acts of infringement complained of occurred in this District;  
13 Defendants are domiciled in this District; Defendants' officers and agents can be found in  
14 this District; Defendants' unlawful actions were directed from or through computers in this  
15 District; and Tianhai has been harmed by Defendants' conduct in this District.

16 **ANSWER:**

17       Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
18 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
19 against it. To the extent Paragraph 18 of the SAC contains allegations directed to Roadget,  
20 and to the extent such allegations are understood, Roadget denies that Plaintiffs have  
21 conclusively established that venue is proper in this District, but for purposes of this action  
22 only, Roadget does not contest venue as to Roadget under 28 U.S.C. § 1391. Roadget denies  
23 the remaining allegations contained in this Paragraph.

24      19. Tianhai was previously forced to sue Defendants Zoetop and SHEIN in this  
25 Court for infringement of certain Tianhai copyrighted laces and unfair competition, and  
26 those Defendants submitted to the jurisdiction and venue of this Court in that action. The  
27 parties later entered into a September 27, 2021 Settlement Agreement regarding  
28 Defendants' infringement of those Tianhai copyrighted laces. As set forth below, the above

1 Defendants and their related entities (Defendants FMMG, Roadget, and Style Link) are now  
2 engaged in another knowing, willful and pervasive copyright infringement scheme of  
3 additional Tianhai copyrighted laces for which Tianhai is entitled to the relief requested  
4 below.

5 **ANSWER:**

6 To the extent these allegations are directed to Zoetop, Style Link, FMMG and/or  
7 SDC, a response from Roadget is not required. To the extent Paragraph 19 contains  
8 allegations directed to Roadget, Roadget admits that, to the best of its knowledge,  
9 information, and belief, and without prejudice to the right and ability of any other defendant  
10 to respond, Plaintiffs previously sued Zoetop and SDC in this Court asserting copyright  
11 infringement and unfair competition claims in connection with certain lace designs and that  
12 the parties entered into a Settlement Agreement dated September 27, 2021 to dispose of the  
13 prior lawsuit. Roadget denies the remaining allegations of Paragraph 19 of the SAC.

14 **TIANHAI AND ITS LACE DESIGNS**

15 20. Since 1988, Tianhai has developed and sold original lace designs, which  
16 constitute copyrightable subject matter under 17 U.S.C. § 101 *et seq.*

17 **ANSWER:**

18 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
19 the allegations contained in Paragraph 20 of the SAC and, therefore, denies them.

20 21. Tianhai owns valid and subsisting U.S. Copyright Office Registrations for its  
21 lace designs, including Registration Nos. VA 2-292-705, VA 2-292-703, VA 1-847-129,  
22 VA 1-899-335, VA 1-962-454, VA 1-919-834, VA 2-094-233, VA 1-829-368, VA 1-977-  
23 168, VA 1-791-176, VA 2-001-929, VA 2-006-175, VA 1-967-086, VA 1-791-259, VA 2-  
24 292-697, VA 1-886-767, VA 1-967-083, VA 1-971-360, VA 1-817-862, VA 2-292-701,  
25 VA 1-977-161, VA 2-080-794, VA 1-977-358, VA 1-975-235, VA 1-746-489, VA 1-974-  
26 881, VA 1-719-661, VA 2-039-301, VA 1-962-508, and VA 1-921-664 (the “U.S.  
27 Registered Copyrights”). True and correct copies of Tianhai registrations of the U.S.  
28 Registered Copyrights are attached as **Exhibit I**.

1 **ANSWER:**

2 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
3 the allegations contained in Paragraph 21 of the SAC and, therefore, denies them.

4 22. Tianhai's copyright registrations for its lace designs predate Defendants'  
5 infringement.

6 **ANSWER:**

7 Roadget denies the allegations contained in Paragraph 22 of the SAC.

8 23. Tianhai's lace designs are also registered with the National Institute of  
9 Industrial Property of France.

10 **ANSWER:**

11 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
12 the allegations contained in Paragraph 23 of the SAC and, therefore, denies them.

13 24. For more than thirty (30) years, Tianhai has designed, manufactured, and sold  
14 decorative laces. Since their creation in 1988, Tianhai's lace designs have enjoyed  
15 tremendous commercial success in the fashion industry.

16 **ANSWER:**

17 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
18 the allegations contained in Paragraph 24 of the SAC and, therefore, denies them.

19 25. Today, Tianhai owns 22,500 lace designs, releases thousands of new lace  
20 designs annually, and sells laces in 30 countries. It has been recognized as one of the best  
21 lace designers in the world.

22 **ANSWER:**

23 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
24 the allegations contained in Paragraph 25 of the SAC and, therefore, denies them.

25 26. In 2022, Tianhai was awarded the Interfilière Connect by Interfilière New  
26 York. See <https://en.the-lingerie-place.com/brand/tianhai-lace/>.

27 **ANSWER:**

28 Roadget lacks information or knowledge sufficient to form a belief as to the truth of

1 the allegations contained in Paragraph 26 of the SAC and, therefore, denies them.

2 27. In the same year, Tianhai was awarded the Young Label Awards by Interfilière  
3 Shanghai.

4 **ANSWER:**

5 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
6 the allegations contained in Paragraph 27 of the SAC and, therefore, denies them.

7 28. In July 2022, Curve Los Angeles announced that Tianhai had been chosen for  
8 its New York show between July 31 and August 2, 2022 for its new lace designs.

9 **ANSWER:**

10 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
11 the allegations contained in Paragraph 28 of the SAC and, therefore, denies them.

12 29. In 2017, Tianhai was awarded a Femmy Award by the Under Fashion Club as  
13 one of the leading fashion sustainability contributors in the United States.

14 **ANSWER:**

15 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
16 the allegations contained in Paragraph 29 of the SAC and, therefore, denies them.

17 30. The Knitting Industry has awarded Tianhai a Skin Friendly Declaration for its  
18 lace collection.

19 **ANSWER:**

20 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
21 the allegations contained in Paragraph 30 of the SAC and, therefore, denies them.

22 31. Tianhai's laces are trusted by knowledgeable consumers not only because of  
23 their best-in-class quality, but also for the care and expertise that Tianhai has taken in  
24 designing the lace patterns and supplying the laces for many well-known fashion brands,  
25 including Versace, Victoria's Secret, Zara, H&M, BCBG, Wacoal, and Marks & Spencer.

26 **ANSWER:**

27 Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
28 the allegations contained in Paragraph 31 of the SAC and, therefore, denies them.

1                   **DEFENDANTS AND THEIR WRONGFUL ACTS**

2       32. Tianhai recently discovered that Defendants have systematically and without  
3 authorization reproduced, displayed, distributed, created derivative works of, and otherwise  
4 infringed Tianhai's lace designs and offered for sale and sold those infringing copies to third  
5 parties.

6                   **ANSWER:**

7       Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
8 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
9 against it. To the extent Paragraph 32 of the SAC contains allegations directed to Roadget,  
10 Roadget denies such allegations.

11      33. The infringing products complained of in this action that were made available  
12 by all Defendants are virtually identical to, or at least substantially similar to, Tianhai's  
13 copyrighted lace designs, as shown in the chart below:

14       True and accurate photos of the pirated products received are attached as **Exhibit L**.

15                   **ANSWER:**

16       Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
17 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
18 against it. To the extent Paragraph 33 of the SAC contains allegations directed to Roadget,  
19 Roadget denies such allegations.

20      34. As shown above, between February 2022 and August 2022, Tianhai's  
21 investigators placed multiple orders for fifty-two (52) products from www.shein.com and  
22 from Defendants' SHEIN-branded mobile applications (collectively, the "New  
23 Infringement Activities"). Each of these products consisted of or featured exact or nearly  
24 identical copies of Tianhai's lace designs. None of the laces were genuine Tianhai products.

25                   **ANSWER:**

26       Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
27 the allegations contained in Paragraph 34 of the SAC and, therefore, denies them.

28      35. Tianhai's test purchases from www.shein.com and the SHEIN-branded mobile

1 applications of clothing products that contained the infringing lace designs were marketed  
2 with FMMG, imported by Roadget, forwarded to a storage facility rented by SHEIN in City  
3 of Industry, using the business address at 345 N. Baldwin Park Blvd., City of Industry, CA  
4 91746 that is also used by Defendants SHEIN and FMMG with the State of California, and  
5 ultimately were packaged, processed, and shipped to the purchaser by Defendant Style Link.

6 **ANSWER:**

7 To the extent these allegations are directed to FMMG, Style Link, and/or SDC, a  
8 response from Roadget is not required. To the extent Paragraph 35 contains allegations  
9 directed to Roadget, Roadget denies that it imported any products into the United States.  
10 Roadget lacks information or knowledge sufficient to form a belief as to the truth of the  
11 remaining allegations contained in Paragraph 35 of the SAC and, therefore, denies them.

12 36. Previously on June 29, 2021, Tianhai filed Case No. 2:21-cv-05295 with this  
13 Court against Defendants Zoetop and SHEIN for Defendants' unauthorized use of nineteen  
14 (19) Tianhai copyrighted lace designs on twenty-six (26) products.

15 **ANSWER:**

16 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
17 required. To the extent the allegations are directed at Roadget, Roadget admits, to the best  
18 of its knowledge, information, and belief, and without prejudice to the right and ability of  
19 any other defendant to respond, that Plaintiffs sued Zoetop and SDC on June 29, 2021 in  
20 this Court in Case No. 2:21-cv-05295, in which Plaintiffs asserted certain purportedly  
21 copyrighted lace designs. Roadget denies the remaining allegations of Paragraph 36 of the  
22 SAC.

23 37. Following settlement, on October 11, 2021, the Parties stipulated to dismiss  
24 Case No. 2:21-cv-05295 pursuant to F. R. Civ. P. 41 (a)(1)(A)(ii).

25 **ANSWER:**

26 To the extent these allegations are directed to Zoetop and/or SDC, a response from  
27 Roadget is not required. To the extent a response is required, Roadget admits that, to the  
28 best of its knowledge, information, and belief, and without prejudice to the right and ability

1 of any other defendant to respond, the parties to Case No. 2:21-cv-05295 stipulated to  
2 dismiss the case pursuant to Fed. R. Civ. P. 41 (a)(1)(A)(ii) on or around October 11, 2021,  
3 after they entered into a settlement agreement. Roadget denies the remaining allegations of  
4 Paragraph 37 of the SAC.

5 38. In February 2022, less than half a year after the dismissal, Tianhai discovered  
6 new products offered for sale or sold by Defendants through their website at  
7 www.shein.com and mobile applications that infringed Tianhai's copyrights.

8 **ANSWER:**

9 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
10 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
11 against it. To the extent Paragraph 38 of the SAC contains allegations directed to Roadget,  
12 Roadget denies such allegations.

13 39. Tianhai immediately notified Defendants in writing, demanding that  
14 Defendants immediately cease its New Infringement Activities. A true and accurate copy  
15 of the email notice and its English translation is attached as **Exhibit M.**

16 **ANSWER:**

17 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
18 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
19 against it. To the extent Paragraph 39 of the SAC contains allegations directed to Roadget,  
20 Roadget admits that, to the best of its knowledge, information, and belief, and without  
21 prejudice to the right and ability of any other defendant to respond, an email was sent from  
22 "Tianhai Copyright" on February 21, 2022, and that Exhibit M purports on its face to be a  
23 document containing a copy of the email in Chinese and a corresponding translation in  
24 English, which documents speak for themselves. Roadget lacks information or knowledge  
25 sufficient to form a belief as to the truth of the remaining allegations contained in this  
26 Paragraph and, therefore, denies them.

27 40. Notably, all of Defendants' New Infringement Activities relate to *new* products  
28 that infringed Tianhai's *other* lace designs not identified in Case No. 2:21-cv-05295.

1 **ANSWER:**

2 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
3 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
4 against it. To the extent Paragraph 40 of the SAC contains allegations directed to Roadget,  
5 Roadget denies such allegations.

6 41. Despite Tianhai's multiple attempts to resolve the matter over a period of  
7 multiple months, Defendants never responded.

8 **ANSWER:**

9 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
10 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
11 against it. To the extent Paragraph 41 of the SAC contains allegations directed to Roadget,  
12 Roadget denies such allegations.

13 42. From February to August 2022, Tianhai continued to discover that Defendants  
14 were continuing their New Infringing Activities.

15 **ANSWER:**

16 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
17 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
18 against it. To the extent Paragraph 42 of the SAC contains allegations directed to Roadget,  
19 Roadget denies such allegations.

20 43. Defendants continued marketing, advertising, and selling clothes bearing  
21 unauthorized copies of Tianhai's laces that were identified above in this complaint.

22 **ANSWER:**

23 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
24 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
25 against it. To the extent Paragraph 43 of the SAC contains allegations directed to Roadget,  
26 Roadget denies such allegations.

27 44. Tianhai's investigations of these products sold by Defendants again  
28 established that none of the laces used by Defendants are genuine Tianhai laces.

1 **ANSWER:**

2 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
3 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
4 against it. To the extent Paragraph 44 of the SAC contains allegations directed to Roadget,  
5 Roadget denies such allegations.

6 45. As of today, Defendants have not taken any action to resolve or address the  
7 New Infringement Activities with Tianhai, or to respond to Tianhai in any way.

8 **ANSWER:**

9 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
10 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
11 against it. To the extent Paragraph 45 of the SAC contains allegations directed to Roadget,  
12 Roadget denies such allegations.

13 46. All of Defendants' infringement has at all times been knowing, intentional and  
14 willful.

15 **ANSWER:**

16 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
17 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
18 against it. To the extent Paragraph 46 of the SAC contains allegations directed to Roadget,  
19 Roadget denies such allegations.

20 47. Defendants have attempted to hide their continuing piracy of Tianhai's lace  
21 designs by constantly changing URLs on which their infringing products are sold, by using  
22 different street addresses, and by incorporating different entities (including the new entity  
23 Roadget that is incorporated in Singapore but operating in China as shown on its product  
24 shipping labels). In short, Defendants have been using a recurring "whack-a-mole" game  
25 strategy to avoid Tianhai's enforcement efforts.

26 **ANSWER:**

27 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
28 collective manner, as doing so fails to provide Roadget with fair notice of the allegations

1 against it. To the extent Paragraph 47 of the SAC contains allegations directed to Roadget,  
2 Roadget denies such allegations.

3 **DEFENDANTS AND THEIR COPYRIGHT INFRINGEMENT SCHEME**

4 48. Defendants Zoetop, SHEIN, FMMG, Roadget, and Style Link actively  
5 engaged in a continuous, knowing, willful, and pervasive scheme of infringement of  
6 Plaintiffs' copyrighted lace designs (the "Copyright Infringement Scheme").

7 **ANSWER:**

8 To the extent these allegations are directed to SDC, FMMG, Style Link, and/or  
9 Zoetop, a response from Roadget is not required. To the extent Paragraph 48 contains  
10 allegations directed to Roadget, Roadget denies the allegations contained in Paragraph 48  
11 of the SAC.

12 49. Defendant Zoetop registered SHEIN trademarks with the United States Patent  
13 and Trademark Office for the other Defendants to use.

14 **ANSWER:**

15 These allegations are directed to Zoetop. A response from Roadget is not required.  
16 To the extent a response is required, Roadget admits that Zoetop registered SHEIN  
17 trademarks with the United States Patent and Trademark Office. Roadget denies the  
18 remaining allegations contained in Paragraph 49 of the SAC.

19 50. Under that license from Defendant Zoetop, Defendant SHEIN operated the  
20 website at [www.shein.com](http://www.shein.com), and Defendant Roadget operated the website  
21 [www.us.shein.com](http://www.us.shein.com) and the SHEIN-branded mobile applications, from which Plaintiffs test  
22 purchased the infringing products containing Plaintiffs' copyrighted lace designs.

23 **ANSWER:**

24 To the extent these allegations are directed to SDC and/or Zoetop, a response from  
25 Roadget is not required. To the extent Paragraph 50 contains allegations directed to  
26 Roadget, Roadget denies the allegations contained in Paragraph 50 of the SAC.

27 51. Defendant Roadget routinely imported and shipped these infringing products  
28 to Defendant Style Link.

1 **ANSWER:**

2 To the extent these allegations are directed to Style Link, a response from Roadget is  
3 not required. To the extent Paragraph 51 contains allegations directed to Roadget, Roadget  
4 denies the allegations contained in Paragraph 51 of the SAC.

5 52. Upon information and belief, Defendant Style Link performed logistics,  
6 packaging, distributing and order fulfillment tasks with respect to the infringing products  
7 for Defendants SHEIN and Roadget.

8 **ANSWER:**

9 To the extent these allegations are directed to SDC and/or Style Link, a response from  
10 Roadget is not required. To the extent Paragraph 52 contains allegations directed to  
11 Roadget, Roadget denies the allegations contained in Paragraph 52 of the SAC.

12 53. FMMG functioned as the business coordinator, maintaining a business address  
13 with the State of California and U.S. Customs, for importation of the infringing products  
14 through ports in this District. It also provided digital marketing and advertising services to  
15 Defendant SHEIN.

16 **ANSWER:**

17 These allegations are directed to FMMG and/or SDC. A response from Roadget is  
18 not required. To the extent a response is required, Roadget denies the allegations contained  
19 in Paragraph 53 of the SAC.

20 54. All Defendants had, and continue to have, access to Tianhai's lace designs  
21 because, among other things, images of the Tianhai lace designs are available on Tianhai's  
22 website and in its catalogs, through Defendants' prior business communications with  
23 Plaintiffs, and because Tianhai's laces are used by numerous clothing manufacturers that  
24 sell finished products to the public.

25 **ANSWER:**

26 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
27 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
28 against it. To the extent Paragraph 54 of the SAC contains allegations directed to Roadget,

1 and to the extent such allegations are understood, Roadget denies such allegations.

2 **DEFENDANT ZOETOP**

3 55. As part of the Copyright Infringement Scheme, Defendant Zoetop licensed use  
4 of its registered trademarks to Defendants SHEIN and Roadget for use in the operation of  
5 the websites www.shein.com and www.us.shein.com, as well as the SHEIN-branded mobile  
6 applications, from which Plaintiffs test purchased the infringing products.

7 **ANSWER:**

8 To the extent these allegations are directed to Zoetop and/or SDC, a response from  
9 Roadget is not required. To the extent Paragraph 55 contains allegations directed to  
10 Roadget, Roadget denies the allegations contained in Paragraph 55 of the SAC.

11 56. Specifically, Defendant Zoetop owned trademark applications and  
12 registrations for the mark SHEIN in connection with clothing, textiles, accessories, jewelry,  
13 bags, and online retail services with the United States Patent and Trademark Office, namely  
14 Registration Nos. 5256688, 5880290, 5840545, 5893348, 5893349, 5893350, 5909109,  
15 6166048, 6166049, 6181709, 6224013, 6224084, and Application Serial Nos. 87857183,  
16 87857188, 88107563, 88107571, 88809710, 88400811, under the same address at Room  
17 11-12, 2/F, Hong Leong Plaza (Phase 1), No. 33 Lok Yip Road, Fanling Hong Kong.

18 **ANSWER:**

19 These allegations are directed to Zoetop. A response from Roadget is not required.  
20 To the extent a response is required, Roadget admits that, to the best of its knowledge,  
21 information, and belief, and without prejudice to the right and ability of any other defendant  
22 to respond, Zoetop owned trademark applications and registration for SHEIN-inclusive  
23 marks in connection with clothing, textiles, accessories, jewelry, bags, and online retail  
24 services, including Registration Nos. 5256688, 5880290, 5840545, 5893349, 5893350,  
25 6166048, 6166049, 6181709, 6224013, 6224084, and Application Serial Nos. 87857183,  
26 87857188, 88107563, 88107571, 88809710, 88400811. Roadget denies the remaining  
27 allegations of Paragraph 56 of the SAC.

28 57. All the aforementioned applications and registrations, with the exception of

1 U.S. App. No. 88809710, have been assigned to Defendant Roadget.

2 **ANSWER:**

3 Roadget admits that the trademark applications and registrations set forth in  
4 Paragraph 56 have been assigned to Roadget with the exception of U.S. App. No. 88809710.  
5 Roadget denies the remaining allegations of Paragraph 57 of the SAC.

6 58. Defendant Zoetop also sells and/or sold apparel and accessories in U.S.  
7 commerce under the mark SHEIN, which incorporates and/or incorporated Tianhai's  
8 copyrighted laces.

9 **ANSWER:**

10 These allegations are directed to Zoetop. A response from Roadget is not required.  
11 To the extent a response is required, Roadget admits that, to the best of its knowledge,  
12 information, and belief, and without prejudice to the right and ability of any other defendant  
13 to respond, Zoetop sold apparel and accessories in the U.S. under the mark SHEIN through  
14 July 31, 2021. Roadget denies the remaining allegations of Paragraph 58 of the SAC.

15 59. On October 5, 2022, Defendant SHEIN and Defendant Zoetop signed an  
16 Assurance of Discontinuance (“Assurance”) with the State of New York related to  
17 Defendant Zoetop’s improper handling of a data breach that compromised the personal  
18 information of its customers. **Exhibit S.**

19 **ANSWER:**

20 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
21 required. To the extent a response is required, Roadget admits that, to the best of its  
22 knowledge, information, and belief, and without prejudice to the right and ability of any  
23 other defendant to respond, Exhibit S purports on its face to be a document entitled  
24 “Assurance of Discontinuance” signed by Zoetop, SDC, and the Office of the Attorney  
25 General of the State of New York (“Assurance”), which document speaks for itself. Roadget  
26 denies the remaining allegations of Paragraph 59 of the SAC.

27 60. The Assurance indicates that Defendant SHEIN and Zoetop were required to  
28 pay the State of New York \$1.9 million in penalties and costs due to Zoetop’s improper

1 handling of customer information. **Exhibit AH**.

2 **ANSWER:**

3 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
4 required. To the extent a response is required, Roadget admits that, to the best of its  
5 knowledge, information, and belief, and without prejudice to the right and ability of any  
6 other defendant to respond, Exhibit AH purports on its face to be a document entitled  
7 “Attorney General James Secures \$1.9 Million from E-Commerce SHEIN and ROMWE  
8 Owner Zoetop for Failing to Protect Consumers’ Data,” which document speaks for itself.  
9 Roadget denies the remaining allegations of Paragraph 60 of the SAC.

10 61. All communications related to the Assurance as to Defendants SHEIN and  
11 Zoetop are to be sent to Defendant SHEIN’s General Counsel.

12 **ANSWER:**

13 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
14 required. To the extent a response is required, the Assurance speaks for itself. Roadget  
15 denies the remaining allegations of Paragraph 61 of the SAC.

16 62. The Assurance was signed by Valerie Ho, corporate secretary and general  
17 counsel of Defendant SHEIN.

18 **ANSWER:**

19 These allegations are directed to SDC and/or Zoetop. A response from Roadget is not  
20 required. To the extent a response is required, Roadget admits that, to the best of its  
21 knowledge, information, and belief, and without prejudice to the right and ability of any  
22 other defendant to respond, (i) the Assurance bears Valerie Ho’s signature, and (ii) Valerie  
23 Ho is the corporate secretary and general counsel for SDC. Roadget denies the remaining  
24 allegations of Paragraph 62 of the SAC.

25 63. The Assurance indicates that Defendant SHEIN is liable for the debts of  
26 Defendant Zoetop. **Exhibit AH**.

27 **ANSWER:**

28 These allegations are directed to SDC and/or Zoetop. A response from Roadget is not

1 required. To the extent a response is required, the Assurance speaks for itself. Roadget  
2 denies the remaining allegations of Paragraph 63 of the SAC.

3 64. Upon information and belief, Defendant Zoetop shares the same corporate  
4 employees as Defendant SHEIN.

5 **ANSWER:**

6 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
7 required. To the extent a response is required, Roadget denies the allegations contained in  
8 Paragraph 64 of the SAC.

9 65. Upon information and belief, Defendant Zoetop shares the identical equitable  
10 ownership as Defendant SHEIN and the other Defendants in this case.

11 **ANSWER:**

12 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
13 required. To the extent the allegations contained in Paragraph 65 of the SAC are understood,  
14 Roadget denies such allegations.

15 66. Upon information and belief, Defendant Zoetop has commingled funds with  
16 Defendant SHEIN and other Defendants in this case.

17 **ANSWER:**

18 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
19 required. To the extent a response is required, Roadget denies the allegations contained in  
20 Paragraph 66 of the SAC.

21 67. Upon information and belief, Defendant Zoetop has not observed corporate  
22 formalities to distinguish itself as an independent entity.

23 **ANSWER:**

24 These allegations are directed to Zoetop. A response from Roadget is not required.  
25 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
26 67 of the SAC.

27 68. If the acts of the Defendant SHEIN and the other Defendants are attributed to  
28 them alone and not also Zoetop, an inequitable result will follow.

1 **ANSWER:**

2 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
3 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
4 against it. To the extent Paragraph 68 of the SAC contains allegations directed to Roadget  
5 and Roadget is required to respond to the legal conclusions in this Paragraph, Roadget  
6 denies such allegations.

7 **DEFENDANT SHEIN**

8 69. Defendant SHEIN participated in the Copyright Infringement Scheme as a  
9 manufacturer and distributor of infringing products featuring Tianhai's lace designs.  
10 Defendant SHEIN also functioned as the website operator that enabled the sale of infringing  
11 products featuring Tianhai's lace designs.

12 **ANSWER:**

13 These allegations are directed to SDC. A response from Roadget is not required. To  
14 the extent a response is required, Roadget denies the allegations contained in Paragraph 69  
15 of the SAC.

16 70. In particular, Defendant SHEIN uses the website at [www.shein.com](http://www.shein.com) and "any  
17 mobile applications" to "sell products" to U.S. consumers, as well as to "collect payment  
18 and process" returns by U.S. consumers. These products include the infringing products that  
19 were test purchased by Plaintiffs' investigators. A true and correct copy of the SHEIN U.S.  
20 Terms and Conditions is attached as **Exhibit N**.

21 **ANSWER:**

22 These allegations are directed to SDC, and the images and content depicted in Exhibit  
23 N to the SAC speak for themselves. A response from Roadget is not required. To the extent  
24 a response is required, Roadget admits that Exhibit N purports on its face to be a copy of a  
25 document entitled "SHEIN U.S. Terms & Conditions," located at the [us.shein.com](http://us.shein.com) website,  
26 dated November 30, 2022, which document speaks for itself. Roadget further admits that,  
27 to the best of its knowledge, information, and belief, and without prejudice to the right and  
28 ability of any other defendant to respond, SDC sells products to U.S. consumers via the

1 website us.shein.com and associated mobile applications. Roadget denies the remaining  
2 allegations of Paragraph 70 of the SAC.

3 71. Defendant SHEIN uses the websites at www.shein.com and  
4 www.us.shein.com, accounts on e-commerce platforms including www.amazon.com, and  
5 mobile applications on Google Play and App Store to advertise, promote, and sell apparel,  
6 accessories, pet products, stationary, electronics, and home decorations.

7 **ANSWER:**

8 These allegations are directed to SDC. A response from Roadget is not required. To  
9 the extent a response is required, Roadget admits that, to the best of its knowledge,  
10 information, and belief, and without prejudice to the right and ability of any other defendant  
11 to respond, beginning August 1, 2021, SDC has used the website us.shein.com and  
12 associated mobile applications to advertise, promote, and sell apparel, accessories, pet  
13 products, stationary, electronics, and home decorations to consumers in the United States.  
14 Roadget also admits that SDC has advertised, promoted, and sold such products on the  
15 mobile application “SHEIN-Fashion Shipping Online” on Google Play and the mobile  
16 application “SHEIN-Online Fashion” on App Store. To the extent the remaining allegations  
17 contained in Paragraph 71 of the SAC are understood, Roadget denies such allegations.

18 72. A true and correct copy of Customs database details through the ports of Los  
19 Angeles and Long Beach, California and a graphic chart outlining the relationships between  
20 Defendants Style Link, Roadget, and SHEIN from ImportGenius is attached as **Exhibit R**.  
21 Notably, **Exhibit R** shows that Defendant SHEIN participated in the shipment of a variety  
22 of garments that, upon information and belief, included infringing products featuring  
23 Tianhai’s lace designs.

24 **ANSWER:**

25 To the extent these allegations are directed to Style Link and/or SDC, a response from  
26 Roadget is not required. To the extent Paragraph 72 contains allegations directed to  
27 Roadget, Roadget denies the allegations contained in Paragraph 72 of the SAC.

28 73. Further, **Exhibit T** shows that Defendant SHEIN consigned numerous

1 shipments of garments that were shipped by Defendant Roadget. Upon information and  
2 belief, these shipments included infringing products featuring Tianhai's lace designs.

3 **ANSWER:**

4 To the extent these allegations are directed to SDC, a response from Roadget is not  
5 required. To the extent Paragraph 73 contains allegations directed to Roadget, Roadget  
6 denies the allegations contained in Paragraph 73 of the SAC.

7 74. A search on the California Secretary of State website also confirms that George  
8 Chiao is the Chief Executive Officer of Defendant Shein Distribution Corporation, as  
9 demonstrated by Statement of Information, a true and correct copy of which is attached as  
10 **Exhibit D.** George Chiao has also been identified as U.S. President of Defendant SHEIN.

11 **Exhibit AI.**

12 **ANSWER:**

13 These allegations are directed to SDC, and the images and content depicted in Exhibit  
14 D to the SAC speak for themselves. A response from Roadget is not required. To the extent  
15 a response is required, Roadget admits that, to the best of its knowledge, information, and  
16 belief, and without prejudice to the right and ability of any other defendant to respond,  
17 George Chiao is SDC's Chief Executive Officer and President and that Exhibit D to the  
18 SAC purports on its face to be a copy of a document entitled "Statement of Information  
19 Corporation" bearing a date of July 29, 2022, which document speaks for itself. Roadget  
20 lacks information or knowledge sufficient to form a belief as to the truth of the remaining  
21 allegations contained in Paragraph 74 of the SAC and, therefore, denies them.

22 75. George Chiao signed SHEIN's Statement and Designation by Foreign  
23 Corporation filed with the State of California on May 25, 2021, showing the same address  
24 of 345 N. Baldwin Park Blvd., City of Industry, CA 91746. In this filing, George Chiao  
25 represented that he is "a corporate officer and [is] authorized to sign on behalf of the foreign  
26 corporation" SHEIN, a true and correct copy of which is attached as **Exhibit E.**

27 **ANSWER:**

28 These allegations are directed to SDC, and the images and content depicted in Exhibit

1 E to the SAC speak for themselves. A response from Roadget is not required. To the extent  
2 a response is required, Roadget admits that, to the best of its knowledge, information, and  
3 belief, and without prejudice to the right and ability of any other defendant to respond,  
4 Exhibit E to the SAC purports on its face to be a copy of a document entitled “Statement  
5 and Designation by Foreign Corporation” bearing a date of May 25, 2021, which document  
6 speaks for itself, and that the document bears George Chiao’s signature. Roadget denies the  
7 remaining allegations contained in Paragraph 75 of the SAC.

8 76. As noted above, on October 5, 2022, Defendant SHEIN and Defendant Zoetop  
9 signed an Assurance with the State of New York related to the improper handling of a data  
10 breach that compromised the personal information of its customers. **Exhibit S.**

11 **ANSWER:**

12 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
13 required. To the extent a response is required, Roadget admits that, to the best of its  
14 knowledge, information, and belief, and without prejudice to the right and ability of any  
15 other defendant to respond, Exhibit S purports on its face to be a document entitled  
16 “Assurance of Discontinuance” signed by Zoetop, SDC, and the Office of the Attorney  
17 General of the State of New York, which document speaks for itself. Roadget denies the  
18 remaining allegations contained in Paragraph 76 of the SAC.

19 77. The Assurance indicates that Defendant SHEIN and Zoetop were required to  
20 pay the State of New York \$1.9 million in penalties and costs. The Assurance indicates that  
21 Defendant SHEIN is liable for the debts of Defendant Zoetop. **Exhibit AH.**

22 **ANSWER:**

23 These allegations are directed to Zoetop and/or SDC. A response from Roadget is not  
24 required. To the extent a response is required, the Assurance speaks for itself. Roadget  
25 denies the remaining allegations contained in Paragraph 77 of the SAC.

26 78. Further, the LinkedIn page of Jasmine Zhao Johnson identifies Defendant  
27 SHEIN as her most recent employer. She was previously employed by Shein and Defendant  
28 FMMG. Upon information and belief, Jasmine Zhao Johnson is an employee of Defendants

1 SHEIN and FMMG. **Exhibit U.**

2 **ANSWER:**

3 These allegations are directed to FMMG and/or SDC, and the images and content  
4 depicted in Exhibit U to the SAC speak for themselves. A response from Roadget is not  
5 required. To the extent a response is required, Roadget admits that, to the best of its  
6 knowledge, information, and belief, and without prejudice to the right and ability of any  
7 other defendant to respond, Exhibit U purports on its face to be a printout of the LinkedIn  
8 page of Jasmine Zhao Johnson, which document speaks for itself. Roadget lacks  
9 information or knowledge sufficient to form a belief as to the truth of the remaining  
10 allegations contained in Paragraph 78 of the SAC and, therefore, denies them.

11 **DEFENDANT FMMG**

12 79. Tianhai's investigations showed that FMMG's role in the Copyright  
13 Infringement Scheme was to provide digital marketing and advertising services to  
14 Defendant SHEIN for the infringing products containing Tianhai's copyrighted lace designs  
15 complained of in this action.

16 **ANSWER:**

17 These allegations are directed to FMMG and/or SDC. A response from Roadget is  
18 not required. To the extent a response is required, Roadget lacks information or knowledge  
19 sufficient to form a belief as to the truth of the allegations contained in Paragraph 79 of the  
20 SAC and, therefore, denies them.

21 80. Specifically, FMMG describes itself as a "complete digital marketing agency  
22 based in Los Angeles" with a website at [www.fmmg.us](http://www.fmmg.us) on its LinkedIn webpage at  
23 <https://www.linkedin.com/company/fashion-marketing-merchandising-group-inc/about/>.  
24 A true and correct printout of FMMG's LinkedIn "About" webpage is attached as **Exhibit**  
25 **V.**

26 **ANSWER:**

27 These allegations are directed to FMMG, and the images and content depicted in  
28 Exhibit V to the SAC speak for themselves. A response from Roadget is not required. To

1 the extent a response is required, Roadget admits that, to the best of its knowledge,  
2 information, and belief, and without prejudice to the right and ability of any other defendant  
3 to respond, Exhibit V purports on its face to be a printout of the FMMG's LinkedIn "About"  
4 webpage, which document speaks for itself. Roadget lacks information or knowledge  
5 sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph  
6 80 of the SAC and, therefore, denies them.

7 81. FMMG's LinkedIn webpage states that "We help you create moments that  
8 inspire and innovate through effective marketing campaigns, digital strategy, and full-  
9 fledged branding experiences." **Exhibit V.**

10 **ANSWER:**

11 These allegations are directed to FMMG, and the images and content depicted in  
12 Exhibit V to the SAC speak for themselves. A response from Roadget is not required. To  
13 the extent a response is required, Roadget admits that, to the best of its knowledge,  
14 information, and belief, and without prejudice to the right and ability of any other defendant  
15 to respond, Exhibit V purports on its face to be a printout of FMMG's LinkedIn "About"  
16 webpage, which document speaks for itself. Roadget denies the remaining allegations  
17 contained in Paragraph 81 of the SAC.

18 82. Internet archives showed that FMMG's website at [www.fmmg.us](http://www.fmmg.us) listed  
19 "SHEIN" as one of its clients for which FMMG provided branding and marketing services  
20 on and before December 28, 2021:

21 (<https://web.archive.org/web/20211228161839/https://www.fmmg.us/>). A true and correct  
22 printout of the Internet archive of [www.fmmg.us](http://www.fmmg.us) is attached as **Exhibit W.**

23 **ANSWER:**

24 These allegations are directed to FMMG and/or SDC, and the images and content  
25 depicted in Exhibit W to the SAC speak for themselves. A response from Roadget is not  
26 required. To the extent a response is required, Roadget admits that, to the best of its  
27 knowledge, information, and belief, and without prejudice to the right and ability of any  
28 other defendant to respond, Exhibit W purports on its face to be a printout from an internet

1 archive showing FMMG's now defunct website, which document speaks for itself. Roadget  
2 denies the remaining allegations contained in Paragraph 82 of the SAC.

3 83. All of the brands referenced on FMMG's web site (e.g., SHEIN, ROMWE,  
4 CUCCOO, and SOULFEEL [sic]) are owned or used by Defendant SHEIN or other  
5 Defendants in this case. On information and belief FMMG only provided services to other  
6 Defendants or companies controlled by other Defendants in this case.

7 **ANSWER:**

8 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
9 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
10 against it. To the extent Paragraph 83 of the SAC contains allegations directed to Roadget,  
11 Roadget admits that, to the best of its knowledge, information, and belief, and without  
12 prejudice to the right and ability of any other defendant to respond, SDC uses or has used  
13 the brands SHEIN, ROMWE, and CUCCOO. Roadget lacks information or knowledge  
14 sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph  
15 83 of the SAC and, therefore, denies them.

16 84. Tianhai's investigations showed that Defendant FMMG syndicated paid  
17 content through www.google.com and GMAIL to advertise, market, and promote that  
18 content, which contained images of the infringing products complained of in this action,  
19 through digital newsletters and social media accounts for other Defendants, including  
20 Defendant SHEIN. True and correct copies of screenshots of Defendants' social media  
21 accounts are attached as **Exhibit J.**

22 **ANSWER:**

23 These allegations are directed to FMMG. A response from Roadget is not required.  
24 To the extent a response is required, Roadget lacks information or knowledge sufficient to  
25 form a belief as to the truth of the remaining allegations contained in Paragraph 84 of the  
26 SAC and, therefore, denies them.

27 85. Defendants have made available a category of apparel products identified as  
28 "Lace" on their website. True and correct copies of screenshots of Defendants' webpages

1 of “Lace” are attached as **Exhibit K**.

2 **ANSWER:**

3 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
4 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
5 against it. To the extent Paragraph 85 of the SAC contains allegations directed to Roadget,  
6 Roadget admits that a category of apparel products identified as “Lace” appears on the  
7 us.shein.com website and that Exhibit K purports on its face to be a document containing  
8 copies of screenshots of the website, which document speaks for itself. Roadget lacks  
9 information or knowledge sufficient to form a belief as to the truth of the remaining  
10 allegations contained in this Paragraph and, therefore, denies them.

11 86. FMMG knew that the SHEIN-branded products being marketed were  
12 infringing because it operated out of the same business address at 345 N. Baldwin Park  
13 Blvd., City of Industry, CA 91746 and had the same officers and employees as Defendant  
14 SHEIN that directly manufactured the infringing products.

15 **ANSWER:**

16 These allegations are directed to FMMG and/or SDC. A response from Roadget is  
17 not required. To the extent a response is required, Roadget denies that SDC manufactured  
18 the allegedly infringing products. Roadget lacks information or knowledge sufficient to  
19 form a belief as to the truth of the remaining allegations contained in Paragraph 86 of the  
20 SAC and, therefore, denies them.

21 87. FMMG is directly liable as an infringer because it is a participant in the chain  
22 of promotion and distribution for the infringing products complained of in this action.

23 **ANSWER:**

24 These allegations are directed to FMMG. A response from Roadget is not required.  
25 To the extent Roadget is required to respond to the legal conclusions in Paragraph 87 of the  
26 SAC, Roadget denies the allegations contained in this Paragraph.

27 88. Upon information and belief FMMG was at all relevant times an alter ego of  
28 one or more of its co-Defendants SHEIN, Zoetop, Roadget, and Style Link with a unity of

1 interest and ownership such that the separate personalities of the corporations no longer  
2 exist.

3 **ANSWER:**

4 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
5 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
6 against it. To the extent Paragraph 88 of the SAC contains allegations directed to Roadget,  
7 Roadget denies the allegations contained in Paragraph 88 of the SAC.

8 89. FMMG was originally incorporated as Shein Fashion Group, Inc. with the  
9 State of California on December 22, 2015, as demonstrated by Articles of Incorporation of  
10 Shein Fashion Group, Inc., a true and correct copy of which is attached as **Exhibit A**.

11 **ANSWER:**

12 These allegations are directed to FMMG, and the images and content depicted in  
13 Exhibit A to the SAC speak for themselves. A response from Roadget is not required. To  
14 the extent a response is required, Roadget admits that, to the best of its knowledge,  
15 information, and belief, and without prejudice to the right and ability of any other defendant  
16 to respond, Exhibit A purports on its face to be a copy of a document entitled “ARTICLES  
17 OF INCORPORATION of Shein Fashion Group, Inc.,” which document speaks for itself.  
18 Roadget lacks information or knowledge sufficient to form a belief as to the truth of the  
19 remaining allegations contained in Paragraph 89 of the SAC and, therefore, denies them.

20 90. On November 5, 2019, FMMG removed the word “Shein” from its company  
21 name in a filing with the State of California, as demonstrated by Secretary of State  
22 Certificate of Amendment of Articles of Incorporation, a true and correct copy of which is  
23 attached as **Exhibit B**.

24 **ANSWER:**

25 These allegations are directed to FMMG, and the images and content depicted in  
26 Exhibit B to the SAC speak for themselves. A response from Roadget is not required. To  
27 the extent a response is required, Roadget admits that, to the best of its knowledge,  
28 information, and belief, and without prejudice to the right and ability of any other defendant

1 to respond, Exhibit B purports on its face to be a copy of a document entitled “Secretary of  
2 State Certificate of Amendment of Articles of Incorporation,” which document speaks for  
3 itself. Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
4 the remaining allegations contained in Paragraph 90 of the SAC and, therefore, denies them.

5 91. Upon information and belief, FMMG previously held itself out as “SHEIN” to  
6 the public.

7 **ANSWER:**

8 These allegations are directed to FMMG. A response from Roadget is not required.  
9 To the extent a response is required, Roadget lacks information or knowledge sufficient to  
10 form a belief as to the truth of the allegations contained in Paragraph 91 of the SAC and,  
11 therefore, denies them.

12 92. Upon information and belief, FMMG only marketed the brands of other  
13 Defendants in this case and thus has an identity of interests with Defendant SHEIN and the  
14 other Defendants.

15 **ANSWER:**

16 To the extent these allegations are directed to FMMG and/or SDC, a response from  
17 Zoetop is not required. To the extent Paragraph 92 contains allegations directed to Roadget,  
18 Roadget lacks information or knowledge sufficient to form a belief as to the truth of the  
19 allegations contained in Paragraph 92 of the SAC and, therefore, denies them.

20 93. On December 9, 2021, FMMG disclosed its address of 345 N. Baldwin Park  
21 Blvd., City of Industry, CA 91746 as demonstrated by Statement of Information, a true and  
22 correct copy of which is attached as **Exhibit C**. Defendant FMMG shares this address with  
23 Defendant’s SHEIN and Style Link [sic].

24 **ANSWER:**

25 These allegations are directed to FMMG, and the images and content depicted in  
26 Exhibit C to the SAC speak for themselves. A response from Roadget is not required. To  
27 the extent a response is required, Roadget admits that, to the best of its knowledge,  
28 information, and belief, and without prejudice to the right and ability of any other defendant

1 to respond, Exhibit C purports on its face to be a copy of a document entitled “Corporate –  
2 Statement of Information” bearing a date of December 9, 2021, which document speaks for  
3 itself. Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
4 the remaining allegations contained in Paragraph 93 of the SAC and, therefore, denies them.

5 94. George Chiao is an employee of FMMG. Exhibit X. In his LinkedIn profile,  
6 George Chiao identifies himself as an employee of Defendant SHEIN. Exhibit Y. George  
7 Chiao is the Chief Executive Officer of Defendant SHEIN. Exhibit D.

8 **ANSWER:**

9 These allegations are directed to FMMG and/or SDC, and the images and content  
10 depicted in Exhibit D to the SAC speak for themselves. A response from Roadget is not  
11 required. To the extent a response is required, Roadget admits that, to the best of its  
12 knowledge, information, and belief, and without prejudice to the right and ability of any  
13 other defendant to respond, George Chiao is SDC’s Chief Executive Officer and President,  
14 and identifies himself as an employee of SDC. Roadget denies the remaining allegations  
15 contained in Paragraph 94 of the SAC.

16 95. Upon information and belief, Valerie Ho, corporate secretary and general  
17 counsel of Defendant SHEIN, is an officer, member, or employee of Defendant FMMG.

18 **ANSWER:**

19 These allegations are directed to FMMG and/or SDC. A response from Roadget is  
20 not required. To the extent a response is required, Roadget admits that, to the best of its  
21 knowledge, information, and belief, and without prejudice to the right and ability of any  
22 other defendant to respond, Valerie Ho is the corporate secretary and general counsel of  
23 SDC. Roadget denies the remaining allegations contained in Paragraph 95 of the SAC.

24 96. Further, the LinkedIn page of Jasmine Zhao Johnson identifies Defendant  
25 SHEIN as her most recent employer. She was previously employed by Shein and Defendant  
26 FMMG. Upon information and belief, Jasmine Zhao Johnson is an employee of Defendants  
27 FMMG and SHEIN. Exhibit U.

28 **ANSWER:**

1        These allegations are directed to FMMG and/or SDC, and the images and content  
2 depicted in Exhibit U to the SAC speak for themselves. A response from Roadget is not  
3 required. To the extent a response is required, Roadget admits that, to the best of its  
4 knowledge, information, and belief, and without prejudice to the right and ability of any  
5 other defendant to respond, Exhibit U purports on its face to be a printout of the LinkedIn  
6 page of Jasmine Zhao Johnson, which document speaks for itself. Roadget lacks  
7 information or knowledge sufficient to form a belief as to the truth of the remaining  
8 allegations contained in Paragraph 96 of the SAC and, therefore, denies them.

9        97. Defendant FMMG shares the same corporate employees as Defendant SHEIN.

10 **ANSWER:**

11        These allegations are directed to FMMG and/or SDC. A response from Roadget is  
12 not required. To the extent a response is required, Roadget denies the allegations contained  
13 in Paragraph 97 of the SAC.

14        98. Upon information and belief, Defendant FMMG shares the identical equitable  
15 ownership as Defendant SHEIN and the other Defendants in this case.

16 **ANSWER:**

17        To the extent these allegations are directed to FMMG and/or SDC, a response from  
18 Roadget is not required. To the extent the allegations contained in Paragraph 98 of the SAC  
19 are understood, Roadget denies such allegations.

20        99. Upon information and belief, Defendant FMMG has commingled funds with  
21 Defendant SHEIN and other Defendants in this case.

22 **ANSWER:**

23        To the extent these allegations are directed to FMMG and/or SDC, a response from  
24 Roadget is not required. To the extent a response is required, Roadget denies the allegations  
25 contained in Paragraph 99 of the SAC.

26        100. Upon information and belief, Defendant FMMG has not observed corporate  
27 formalities to distinguish itself as an independent entity.

28 **ANSWER:**

1 These allegations are directed to FMMG. A response from Roadget is not required.  
2 To the extent a response is required, Roadget lacks information or knowledge sufficient to  
3 form a belief as to the truth of the allegations contained in Paragraph 100 of the SAC and,  
4 therefore, denies them.

5 101. If the acts of the Defendant SHEIN and the other Defendants are attributed to  
6 them alone and not also FMMG, an inequitable result will follow.

7 **ANSWER:**

8 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
9 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
10 against it. To the extent Paragraph 101 of the SAC contains allegations directed to Roadget  
11 and Roadget is required to respond to the legal conclusions therein, Roadget denies the  
12 allegations contained in this Paragraph.

13 102. The principals, Defendants Zoetop, SHEIN, and Roadget, are liable for the acts  
14 committed by Defendant FMMG while in the scope of the agent's authority.

15 **ANSWER:**

16 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
17 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
18 against it. To the extent Paragraph 102 of the SAC contains allegations directed to Roadget  
19 and Roadget is required to respond to the legal conclusions therein, Roadget denies the  
20 allegations contained in this Paragraph.

21 103. Defendant FMMG was employed as a business coordinator and to provide  
22 digital marketing and advertising services with respect to the infringing products.

23 **ANSWER:**

24 These allegations are directed to FMMG. A response from Roadget is not required.  
25 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
26 103 of the SAC.

27 104. Defendant FMMG's infringing acts occurred at authorized places and times  
28 during its employment by the other co-Defendants Zoetop, SHEIN, and Roadget.

1       **ANSWER:**

2           To the extent these allegations are directed to SDC, FMMG, and/or Zoetop, a  
3 response from Roadget is not required. To the extent Paragraph 104 contains allegations  
4 directed to Roadget, Roadget denies the allegations contained in Paragraph 104 of the SAC.

5           105. Defendant FMMG's infringing acts were intended to assist its principals.

6       **ANSWER:**

7           These allegations are directed to FMMG. A response from Roadget is not required.  
8 To the extent a response is required, Roadget lacks information or knowledge sufficient to  
9 form a belief as to the truth of the allegations contained in Paragraph 105 of the SAC and,  
10 therefore, denies them.

11          106. Defendant FMMG's infringing acts were anticipated by or directed by its  
12 principals.

13       **ANSWER:**

14           These allegations are directed to FMMG. A response from Roadget is not required.  
15 To the extent a response is required, Roadget lacks information or knowledge sufficient to  
16 form a belief as to the truth of the allegations contained in Paragraph 106 of the SAC and,  
17 therefore, denies them.

18           **DEFENDANT ROADGET**

19          107. Defendant Roadget participated in the Copyright Infringement Scheme by  
20 developing mobile applications that allowed for the purchase of infringing products that  
21 incorporated Tianhai's copyrighted laces. Defendant Roadget also shipped infringing  
22 products that incorporated Tianhai's copyrighted laces.

23       **ANSWER:**

24           Roadget denies the allegations contained in Paragraph 107 of the SAC.

25          108. Defendant Roadget is listed as the developer of the mobile application  
26 "SHEIN-Fashion Shipping Online" on Google Play at  
27 <https://play.google.com/store/apps/details?id=com.zzkko&hl=en> and the mobile  
28 application "SHEIN-Online Fashion" on App Store at <https://itunes.apple.com/us/app/yub->

1 streetwear-fashion-shopping/id878577184?mt=8, a true and correct copy of which is  
2 attached as **Exhibit F**.

3 **ANSWER:**

4 Roadget admits that Exhibit F purports on its face to be printouts from websites at  
5 <https://apps.apple.com/us/app/yub-streetwear-fashion-shopping/id878577184> and  
6 <https://play.google.com/store/apps/details?id=com.zzkko&hl=en> each dated August 25,  
7 2022, which documents speak for themselves. Roadget denies the remaining allegations  
8 contained in Paragraph 107 of the SAC.

9 109. Defendant Roadget owns and operates the website available at  
10 www.us.shein.com, the “SHEIN-Fashion Shipping Online” mobile application offered on  
11 Google Play, and the “SHEIN-Online Fashion” mobile application offered on App Store.  
12 See **Exhibit N**.

13 **ANSWER:**

14 Roadget admits that it owns the us.shein.com website, the “SHEIN-Fashion Shipping  
15 Online” mobile application offered on Google Play, and the “SHEIN-Online Fashion”  
16 mobile application offered on App Store. To the extent the remaining allegations contained  
17 in Paragraph 109 of the SAC are understood, Roadget denies such allegations.

18 110. Tianhai’s investigations revealed that Defendants sold products that  
19 incorporated Tianhai’s copyrighted laces off the mobile applications “SHEIN-Fashion  
20 Shipping Online” on Google Play and “SHEIN-Online Fashion” on App Store. A true and  
21 correct copy of Tianhai’s test purchase confirmation is attached as **Exhibit G**.

22 **ANSWER:**

23 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
24 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
25 against it. To the extent Paragraph 110 of the SAC contains allegations directed to Roadget,  
26 Roadget denies that it sold products that incorporated Tianhai’s copyrighted laces off the  
27 mobile applications “SHEIN-Fashion Shipping Online” on Google Play and “SHEIN-  
28 Online Fashion” on App Store. Roadget lacks information or knowledge sufficient to form

1 a belief as to the truth of the remaining allegations contained in this Paragraph and,  
2 therefore, denies them.

3 111. **Exhibit T** shows that Defendant Roadget facilitated numerous shipments of  
4 garments. These shipments were consigned by Defendant SHEIN. Upon information and  
5 belief, these shipments included infringing products featuring Tianhai's lace designs.

6 **ANSWER:**

7 To the extent these allegations are directed to SDC, a response from Roadget is not  
8 required. To the extent Paragraph 111 contains allegations directed to Roadget, Roadget  
9 denies the allegations contained in Paragraph 111 of the SAC.

10 112. Defendant Roadget shipped the products that incorporated Tianhai's  
11 copyrighted laces from China to Plaintiffs' investigators. These products were forwarded  
12 through a warehouse or storage facility in this District that is rented by Defendant SHEIN  
13 and operated by co-Defendant Style Link:

14 A true and correct copy of the shipping labels used on products purchased by  
15 Tianhai's investigators is attached as **Exhibits H and O.**

16 **ANSWER:**

17 To the extent these allegations are directed to Style Link and/or SDC, a response from  
18 Roadget is not required. To the extent Paragraph 112 contains allegations directed to  
19 Roadget, Roadget denies the allegations contained in Paragraph 112 of the SAC.

20 113. As discussed above, a true and correct copy of U.S. Customs database details  
21 through the ports of Los Angeles and Long Beach, California and a graphic chart outlining  
22 the relationships between Defendants Style Link, Roadget, and SHEIN from ImportGenius  
23 is attached as **Exhibit R.** Notably, **Exhibit R** shows Defendant Roadget was involved in  
24 the shipment of transparent SHEIN plastic bags and a variety of garments that, upon  
25 information and belief, included infringing products featuring Tianhai's lace designs.

26 **ANSWER:**

27 To the extent these allegations are directed to Style Link and/or SDC, a response from  
28 Roadget is not required. To the extent Paragraph 113 contains allegations directed to

1 Roadget, Roadget denies the allegations contained in Paragraph 113 of the SAC.

2 114. Between November 28, 2021 and November 18, 2022 alone, Defendant  
3 Roadget shipped eighty-one (81) shipments of garments and accessories, including  
4 garments that infringe Tianhai's copyrighted lace designs, from China to Defendant SHEIN  
5 in Los Angeles, California through the ports of Los Angeles and Long Beach in this District.  
6 A true and correct copy of these importation and shipment details is attached as **Exhibit P.**  
7 The total weight of these imported products amounts to 1,694,698 pounds.

8 **ANSWER:**

9 Roadget denies the allegations contained in Paragraph 114 of the SAC.

10 115. Upon information and belief, Roadget routinely ships products, including the  
11 infringing products, to the U.S., including through ports located in this District.

12 **ANSWER:**

13 Roadget denies the allegations contained in Paragraph 115 of the SAC.

14 **DEFENDANT STYLE LINK**

15 116. Defendant Style Link participated in the Copyright Infringement Scheme by  
16 providing packaging, distribution, fulfillment, and other logistics services for the  
17 manufacturer of the infringing products, Defendant SHEIN. Indeed, Style Link's formal  
18 name includes the term "logistics" which identifies its role with respect to the other  
19 Defendants. "Logistics is the management of the movement of resources, goods, and  
20 services from the point of origin to the point of consumption in order to meet customer  
21 needs." **Exhibit Z.**

22 **ANSWER:**

23 These allegations are directed to Style Link and/or SDC. A response from Roadget is  
24 not required. To the extent a response is required, Roadget admits that, to the best of its  
25 knowledge, information, and belief, and without prejudice to the right and ability of any  
26 other defendant to respond, Exhibit Z purports to define "Logistics" as "the management of  
27 the movement of resources, goods, and services from the point of origin to the point of

1 consumption in order to meet customer needs.” Roadget denies the remaining allegations  
2 contained in Paragraph 116 of the SAC.

3 117. Defendant Style Link has posted numerous job advertisements that cast light  
4 on its role in the Copyright Infringement Scheme. **Exhibit AA**. “Typical responsibilities [of  
5 these positions] include restocking shelves, processing and packing orders and ensuring  
6 orders are shipped in a timely manner.” Additional duties include “preparing orders for  
7 shipment,” “receiving, processing, labeling, and storing incoming inventory,” and  
8 “inventory organization and maintenance.” Defendant Style Link is actively involved in the  
9 distribution of infringing products by shipping, receiving, processing, storing, and  
10 warehousing of goods for Defendant SHEIN.

11 **ANSWER:**

12 These allegations are directed to Style Link and/or SDC. A response from Roadget is  
13 not required. To the extent a response is required, Roadget lacks information or knowledge  
14 sufficient to form a belief as to the truth of the allegations contained in Paragraph 117 of  
15 the SAC and, therefore, denies them.

16 118. Defendant Style Link also imports products to the U.S. for Defendant Roadget  
17 and Defendant SHEIN. As discussed above, a true and correct copy of customs database  
18 details through the ports of Los Angeles and Long Beach, California and a graphic chart  
19 outlining the relationships between Defendants Style Link, Roadget, and SHEIN from  
20 ImportGenius is attached as **Exhibit R**.

21 **ANSWER:**

22 To the extent these allegations are directed to Style Link and/or SDC, a response from  
23 Roadget is not required. To the extent Paragraph 118 contains allegations directed to  
24 Roadget, Roadget denies the allegations contained in Paragraph 118 of the SAC.

25 119. **Exhibit R** demonstrates that Defendant Style Link imported transparent  
26 SHEIN plastic bags.

27 **ANSWER:**

1 These allegations are directed to Style Link. A response from Roadget is not required.  
2 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
3 119 of the SAC.

4 120. Defendants FMMG and Style Link also received packaging from Defendant  
5 Zoetop. **Exhibit AB.**

6 **ANSWER:**

7 These allegations are directed to Style Link, Zoetop, and/or FMMG. A response from  
8 Roadget is not required. To the extent a response is required, Roadget lacks information or  
9 knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph  
10 120 of the SAC and, therefore, denies them.

11 121. Defendant SHEIN is well-known for its excessive use of transparent plastic  
12 bag packaging. **Exhibit AC.** Notably, “[e]ach order from Shein arrives in a clear plastic bag  
13 with “SHEIN” written down the side and a zipper across the top.” **Exhibit AD.**

14 **ANSWER:**

15 These allegations are directed to SDC. A response from Roadget is not required. To  
16 the extent a response is required, Roadget admits that, to the best of its knowledge,  
17 information, and belief, and without prejudice to the right and ability of any other defendant  
18 to respond, some products ordered from SDC arrive in clear plastic bags with “SHEIN”  
19 displayed on the bags. Roadget lacks information or knowledge sufficient to form a belief  
20 as to the truth of the remaining allegations contained in Paragraph 121 of the SAC and,  
21 therefore, denies them.

22 122. Examples of these bags from test purchases made as part of Tianhai’s  
23 investigations are shown in **Exhibit L**, pp. 261, 263, 279, 281, 289, 291, 298, 300, 315, 317,  
24 328, 330, 337, 339, 369, 371-72, 374, 383, 385, 392-94, 396. The SHEIN bags were filled  
25 by Style Link with the infringing copyrighted lace products. **Exhibit L**, p. 262, 292, 299.

26 **ANSWER:**

27 To the extent these allegations are directed to Style Link, a response from Roadget is  
28 not required. To the extent a response is required, Roadget lacks information or knowledge

1 sufficient to form a belief as to the truth of the allegations contained in Paragraph 122 of  
2 the SAC and, therefore, denies them.

3 123. The California Secretary of State's website indicates that Defendant Style Link  
4 Logistics LLC's mailing address is 347 S. Stimson Ave., City of Industry, CA 91744.

5 **Exhibit AE.** Test purchases made as part of Tianhai's investigations show packages listing  
6 Defendant Style Link's address as the sender's address for the infringing products.

7 **Exhibits O and AF.**

8 **ANSWER:**

9 These allegations are directed to Style Link, and the images and content depicted in  
10 Exhibit AE to the SAC speak for themselves. A response from Roadget is not required. To  
11 the extent a response is required, Roadget admits that, to the best of its knowledge,  
12 information, and belief, and without prejudice to the right and ability of any other defendant  
13 to respond, 347 S. Stimson Ave., City of Industry, CA 91744 is a mailing address of Style  
14 Link. Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
15 the remaining allegations contained in Paragraph 123 of the SAC and, therefore, denies  
16 them.

17 124. 347 S. Stimson Ave., City of Industry, CA 91744 is the address of a warehouse  
18 or storage facility that, upon information and belief, is rented by Defendant SHEIN. **Exhibit**  
19 **O.** As noted above, infringing products incorporating Tianhai's copyrighted lace designs  
20 purchased by Tianhai's investigators were shipped by Defendant Roadget through a facility  
21 at this same address.

22 **ANSWER:**

23 To the extent these allegations are directed to SDC, a response from Roadget is not  
24 required. To the extent Paragraph 124 contains allegations directed to Roadget, Roadget  
25 denies the allegations contained in Paragraph 124 of the SAC.

26 125. In light of the above and based upon information and belief, Defendant Style  
27 Link receives the infringing garments shipped by Defendant Roadget and imported by  
28 Defendant SHEIN and then packages them for sale and distribution using the transparent

1 SHEIN plastic bags that Defendant Style Link has imported. Subsequently, Defendant Style  
2 Link processes the orders for the infringing products and ships them to the customers.

3 **ANSWER:**

4 To the extent these allegations are directed to SDC and/or Style Link, a response from  
5 Roadget is not required. To the extent Paragraph 125 contains allegations directed to  
6 Roadget, Roadget denies the allegations contained in Paragraph 125 of the SAC.

7 126. Defendant Style Link knew that the SHEIN-branded products being marketed  
8 were infringing because it operated out of the same business address at 345 N. Baldwin  
9 Park Blvd., City of Industry, CA 91746 and had the same officers and employees as  
10 Defendant SHEIN that directly manufactured the infringing products.

11 **ANSWER:**

12 These allegations are directed to SDC and/or Style Link. A response from Roadget is  
13 not required. To the extent a response is required, Roadget denies that SDC manufactured  
14 the allegedly infringing products. Roadget lacks information or knowledge sufficient to  
15 form a belief as to the truth of the allegations contained in Paragraph 126 of the SAC and,  
16 therefore, denies them.

17 127. Therefore, Defendant Style Link is directly liable as an infringer because it is  
18 a participant in the chain of distribution for the infringing products.

19 **ANSWER:**

20 These allegations are directed to Style Link. A response from Roadget is not required.  
21 To the extent Roadget is required to respond to the legal conclusions in Paragraph 127 of  
22 the SAC, Roadget denies the allegations contained in this Paragraph.

23 128. Upon information and belief, Style Link is an alter ego of Defendant SHEIN  
24 and perhaps other co-Defendants Zoetop, FMMG, and Roadget, with a unity of interest and  
25 ownership such that the separate personalities of the corporations no longer exist.

26 **ANSWER:**

27 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
28 collective manner, as doing so fails to provide Roadget with fair notice of the allegations

1 against it. To the extent Paragraph 128 of the SAC contains allegations directed to Roadget,  
2 Roadget denies the allegations contained in Paragraph 128 of the SAC.

3 129. A true and correct copy of Defendant Style Link's Application to Register a  
4 Foreign Limited Liability Company (LLC) filed with the State of California on May 25,  
5 2021 is attached as Exhibit Q. It lists Defendant Style Link's address as 345 N. Baldwin  
6 Park Blvd., City of Industry, CA 91746. This address is identical to the addresses of and  
7 listed with the State of California by Defendants SHEIN and FMMG. Defendant Style  
8 Link's Application to Register a Foreign Limited Liability Company (LLC) was signed by  
9 George Chiao under penalty of perjury that he was authorized to sign on behalf of Defendant  
10 Style Link.

11 **ANSWER:**

12 These allegations are directed to Style Link. A response from Roadget is not required.  
13 To the extent a response is required, Roadget admits that Exhibit Q purports on its face to  
14 be a copy of a document entitled "Application to Register a Foreign Limited Liability  
15 Company (LLC)" bearing a date of May 25, 2021, which document speaks for itself.  
16 Roadget lacks information or knowledge sufficient to form a belief as to the truth of the  
17 remaining allegations contained in Paragraph 129 of the SAC and, therefore, denies them.

18 130. A true and correct copy of Defendant Style Link's Certificate of Organization  
19 issued by the State of Indiana on April 15, 2021 is attached as Exhibit AG. It lists Defendant  
20 Style Link's address as 345 N. Baldwin Park Blvd., City of Industry, CA 91746. This  
21 address is identical to the addresses of and listed with the State of California by Defendants  
22 SHEIN and FMMG. Defendant Style Link's Articles of Incorporation were signed by  
23 George Chiao who is identified as the manager of Defendant Style Link.

24 **ANSWER:**

25 These allegations are directed to Style Link, SDC, and/or FMMG. A response from  
26 Roadget is not required. To the extent a response is required, Roadget admits that, to the  
27 best of its knowledge, information, and belief, and without prejudice to the right and ability  
28 of any other defendant to respond, (i) Exhibit AG purports on its face to be copies of

1 documents from the State of Indiana Office of the Secretary of State, which documents  
2 speak for themselves, and (ii) that Style Link's Articles of Organization bear George  
3 Chiao's signature. Roadget lacks information or knowledge sufficient to form a belief as to  
4 the truth of the remaining allegations contained in Paragraph 130 of the SAC and, therefore,  
5 denies them.

6 131. Upon information and belief, Valerie Ho is an officer, member, or employee  
7 of Defendant Style Link.

8 **ANSWER:**

9 These allegations are directed to Style Link. A response from Roadget is not required.  
10 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
11 131 of the SAC.

12 132. Defendant Style Link shares the same corporate employees as Defendant  
13 SHEIN. George Chiao is the Chief Executive Officer of Defendant SHEIN. Valerie Ho is  
14 the secretary and general counsel of Defendant SHEIN.

15 **ANSWER:**

16 These allegations are directed to Style Link and/or SDC. A response from Roadget is  
17 not required. To the extent a response is required, Roadget admits that, to the best of its  
18 knowledge, information, and belief, and without prejudice to the right and ability of any  
19 other defendant to respond, George Chiao is the CEO of SDC and Valerie Ho is the secretary  
20 and general counsel of SDC. Roadget lacks information or knowledge sufficient to form a  
21 belief as to the truth of the remaining allegations contained in Paragraph 132 of the SAC  
22 and, therefore, denies them.

23 133. Defendant Style Link shares the same corporate employees as Defendant  
24 FMMG. George Chiao is an employee of FMMG. Upon information and belief, Valerie Ho  
25 is an officer, member, or employee of Defendant FMMG.

26 **ANSWER:**

27 These allegations are directed to Style Link and/or FMMG. A response from Roadget  
28 is not required. To the extent a response is required, Roadget denies the allegations

1 contained in Paragraph 133 of the SAC.

2 134. Defendant Style Link shares the same offices at 345 N. Baldwin Park Blvd.,  
3 City of Industry, CA 91746 with Defendants SHEIN and FMMG.

4 **ANSWER:**

5 These allegations are directed to Style Link, SDC, and/or FMMG. A response from  
6 Roadget is not required. To the extent a response is required, Roadget denies the allegations  
7 contained in Paragraph 134 of the SAC.

8 135. Defendant Style Link shares the same warehouse or storage facility at 347 S.  
9 Stimson Ave., City of Industry, CA 91744 with Defendants SHEIN and Roadget.

10 **ANSWER:**

11 To the extent these allegations are directed to Style Link and/or SDC, a response from  
12 Roadget is not required. To the extent Paragraph 135 contains allegations directed to  
13 Roadget, Roadget denies the allegations contained in Paragraph 135 of the SAC.

14 136. Each of Defendant Style Link's job postings refer to it as "SHEIN dba Style  
15 Link Logistics." The advertisements do not differentiate between Defendant Style Link and  
16 Defendant SHEIN when describing Defendant Style Link's business and appear to hold  
17 Defendant Style Link as either being Defendant SHEIN or that it is actively controlled by  
18 Defendant SHEIN.

19 **Exhibit AA.**

20 **ANSWER:**

21 These allegations are directed to Style Link and/or SDC. A response from Roadget is  
22 not required. To the extent a response is required, Roadget denies the allegations contained  
23 in Paragraph 136 of the SAC.

24 137. These job postings indicate that Defendant Style Link serves as a mere conduit  
25 for Defendant SHEIN's affairs. Specifically, it suggests that Defendant SHEIN is  
26 responsible for the financial affairs of Defendant Style Link, and that it actively controls the  
27 employment decisions of Defendant Style Link.

1 **ANSWER:**

2 These allegations are directed to Style Link and/or SDC. A response from Roadget is  
3 not required. To the extent a response is required, Roadget denies the allegations contained  
4 in Paragraph 137 of the SAC.

5 138. Upon information and belief, Defendant Style Link has commingled funds  
6 with Defendant SHEIN.

7 **ANSWER:**

8 These allegations are directed to Style Link and/or SDC. A response from Roadget is  
9 not required. To the extent a response is required, Roadget denies the allegations contained  
10 in Paragraph 138 of the SAC.

11 139. Upon information and believe, Defendant Style Link has not observed  
12 corporate formalities to distinguish itself as an independent entity.

13 **ANSWER:**

14 These allegations are directed to Style Link. A response from Roadget is not required.  
15 To the extent a response is required, Roadget lacks information or knowledge sufficient to  
16 form a belief as to the truth of the allegations contained in Paragraph 139 of the SAC and,  
17 therefore, denies them.

18 140. If the acts of Defendant SHEIN and the other Defendants are attributed to them  
19 alone and not also Style Link, an inequitable result will follow.

20 **ANSWER:**

21 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
22 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
23 against it. To the extent Paragraph 140 of the SAC contains allegations directed to Roadget  
24 and Roadget is required to respond to the legal conclusions therein, Roadget denies the  
25 allegations contained in Paragraph 140 of the SAC.

26 141. The principals, Defendants Zoetop, SHEIN, and Roadget, are liable for the acts  
27 committed by Defendant Style Link while in the scope of the agent's authority.

1 **ANSWER:**

2 To the extent these allegations are directed to Zoetop, Style Link, and/or SDC, a  
3 response from Roadget is not required. To the extent Paragraph 141 contains allegations  
4 directed to Roadget and Roadget is required to respond to the legal conclusions in this  
5 Paragraph, Roadget denies the allegations contained in Paragraph 141 of the SAC.

6 142. Defendant Style Link was employed to perform logistics, packaging,  
7 distributing, and order fulfillment tasks with respect to the infringing products.

8 **ANSWER:**

9 These allegations are directed to Style Link. A response from Roadget is not required.  
10 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
11 142 of the SAC.

12 143. Defendant Style Link's infringing acts occurred at authorized places and times  
13 during employment by the other co-Defendants Zoetop, SHEIN, and Roadget.

14 **ANSWER:**

15 To the extent these allegations are directed to Zoetop, Style Link, and/or SDC, a  
16 response from Roadget is not required. To the extent Paragraph 143 contains allegations  
17 directed to Roadget, Roadget denies the allegations contained in Paragraph 143 of the SAC.

18 144. Defendant Style Link's infringing acts were intended to assist its principals.

19 **ANSWER:**

20 These allegations are directed to Style Link. A response from Roadget is not required.  
21 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
22 144 of the SAC.

23 145. Defendant Style Link's infringing acts were anticipated by or directed by its  
24 principals.

25 **ANSWER:**

26 These allegations are directed to Style Link. A response from Roadget is not required.  
27 To the extent a response is required, Roadget denies the allegations contained in Paragraph  
28 145 of the SAC.

## INJURY TO TIANHAI

146. Defendants' willful and pervasive infringement of Tianhai's lace designs, protected by the U.S. Registered Copyrights, has caused Tianhai to lose sales because Defendants did not purchase genuine Tianhai lace for use in their products.

## ANSWER:

Roadget denies it is appropriate to refer to any defendants named in the SAC in a collective manner, as doing so fails to provide Roadget with fair notice of the allegations against it. To the extent Roadget is required to respond to the legal conclusions in Paragraph 146 of the SAC, Roadget denies that Plaintiffs are entitled to any relief whatsoever. Roadget also denies any remaining allegations contained in this Paragraph.

147. Defendants' willful and pervasive infringement of Tianhai's lace designs, protected by the U.S. Registered Copyrights, has caused Tianhai to lose licensing income because Defendants are not authorized licensees, and paid no royalties or licensing fees for the right to reproduce Tianhai's copyrighted designs.

## ANSWER:

Roadget denies it is appropriate to refer to any defendants named in the SAC in a collective manner, as doing so fails to provide Roadget with fair notice of the allegations against it. To the extent Roadget is required to respond to the legal conclusions in Paragraph 147 of the SAC, Roadget denies that Plaintiffs are entitled to any relief whatsoever. Roadget also denies any remaining allegations contained in this Paragraph.

148. Defendants' infringement of Tianhai's lace designs has damaged and irreparably injured Tianhai and, if permitted to continue, will further damage and irreparably injure Tianhai.

**ANSWER:**

Roadget denies it is appropriate to refer to any defendants named in the SAC in a collective manner, as doing so fails to provide Roadget with fair notice of the allegations against it. To the extent Roadget is required to respond to the legal conclusions in Paragraph 148 of the SAC, Roadget denies that Plaintiffs are entitled to any relief whatsoever. Roadget

1 also denies any remaining allegations contained in this Paragraph.

2                   **FIRST CLAIM FOR RELIEF**

3                   **Copyright Infringement Under the Copyright Act**

4                   **17 U.S.C. § 101 et seq.**

5       149. Tianhai hereby re-alleges and incorporates by reference each of the foregoing  
6 paragraphs and other allegations set forth elsewhere in this Complaint as though fully set  
7 forth in this cause of action.

8                   **ANSWER:**

9       To the extent Paragraph 149 of the SAC requires a response, Roadget repeats and  
10 incorporates by reference its answers to all of the foregoing Paragraphs in the SAC as if  
11 fully set forth herein.

12      150. At all relevant times, Tianhai has been the holder of the exclusive rights in its  
13 lace designs, which are subject to copyright protection in the United States, as evidenced  
14 by the U.S. Copyright Registrations.

15                   **ANSWER:**

16       Roadget lacks information or knowledge sufficient to form a belief as to the truth of  
17 the allegations contained in Paragraph 150 of the SAC and, therefore, denies them.

18      151. At all relevant times, Defendants had access to Tianhai's lace designs.

19                   **ANSWER:**

20       Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
21 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
22 against it. To the extent Paragraph 151 of the SAC contains allegations directed to Roadget,  
23 Roadget lacks information or knowledge sufficient to form a belief as to the truth of the  
24 allegations contained in this Paragraph and, therefore, denies them.

25      152. Defendants, without authorization, reproduced, distributed, displayed, created  
26 derivative works of, and otherwise infringed Tianhai's lace designs as described herein in  
27 willful violation of Tianhai's rights under the Copyright Act.

1 **ANSWER:**

2 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
3 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
4 against it. To the extent Paragraph 152 of the SAC contains allegations directed to Roadget,  
5 Roadget denies such allegations.

6 153. Each of the Defendants are jointly and severally liable for the damages suffered  
7 by Tianhai.

8 **ANSWER:**

9 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
10 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
11 against it. To the extent Paragraph 153 of the SAC contains allegations directed to Roadget,  
12 Roadget denies such allegations.

13 154. At all relevant times, Tianhai's actions have been willful and undertaken with  
14 full knowledge of, and/or reckless disregard for, Tianhai's rights.

15 **ANSWER:**

16 To the extent Paragraph 154 of the SAC contains any allegations against Roadget or  
17 any other defendant, and to the extent such allegations are understood, Roadget lacks  
18 information or knowledge sufficient to form a belief as to the truth of the allegations  
19 contained in this Paragraph and, therefore, denies them.

20 155. Tianhai has suffered actual monetary damages and incurred significant costs  
21 as a direct and proximate result of Defendants' direct and willful infringement of Tianhai's  
22 copyrights.

23 **ANSWER:**

24 Roadget denies it is appropriate to refer to any defendants named in the SAC in a  
25 collective manner, as doing so fails to provide Roadget with fair notice of the allegations  
26 against it. To the extent Roadget is required to respond to the legal conclusions in Paragraph  
27 155 of the SAC, Roadget denies that Plaintiffs are entitled to any relief whatsoever. Roadget  
28 also denies any remaining allegations contained in this Paragraph.

## **PRAYER FOR RELIEF**

WHEREFORE, Tianhai requests that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to, the following:

- A. A judgment declaring that Defendants' unauthorized reproduction, distribution, display, or creation of derivative works of Tianhai's lace designs constitutes copyright infringement, as detailed above;
- B. An award of statutory damages to Tianhai under 17 U.S.C. § 504(c) for willful copyright infringement or, at Tianhai's election, under 17 U.S.C. § 504(b), an award of actual damages to Tianhai, Defendants' profits from infringement, and prejudgment and post-judgment interest, in an amount to be determined at trial;
- C. An award to Tianhai of attorneys' fees and costs under 17 U.S.C. § 505.
- D. An injunction enjoining Defendants and their subsidiaries, affiliates, related companies, their officers, agents, employees, and all persons acting in concert with them from any and all sale, reproduction, distribution, display, or creation of derivative works substantially similar to any Tianhai lace design;
- E. Pursuant to 17 U.S.C. § 503, an order for the impoundment and destruction of all infringing products and materials, including but not limited to accessories, laces, fabrics, textile products, labels, signs, prints, packages, wrappers, receptacles, advertisements, and other material in their possession, custody, or control bearing any design or pattern identical or substantially similar to Tianhai's copyright lace designs;
- F. A judgment that an asset freeze or constructive trust be imposed over all monies and profits in Defendants' possession, custody or control that rightfully belong to Tianhai;
- G. A judgment directing Defendants to, within thirty (30) days after the entry of the injunction, file with this Court and serve on Tianhai's attorneys a report

1           in writing and under oath setting forth in detail the manner and form in which  
2           Defendants have complied with the injunction; and

3       H. Any further relief, as permitted by law and as the Court may deem just and  
4           appropriate.

5 **ANSWER:**

6           To the extent Roadget is required to respond to the Prayer For Relief, Roadget denies  
7           that Plaintiffs are entitled to the relief sought in Paragraphs A through H or are otherwise  
8           entitled to any relief whatsoever.

9           **AFFIRMATIVE AND OTHER DEFENSES**

10          Pursuant to Fed. R. Civ. P. 8(c), Roadget asserts the following affirmative and other  
11        defenses in response to the allegations in the SAC, undertaking to prove only those defenses  
12        on which it bears the burden of proof under applicable law. Roadget expressly reserves the  
13        right to assert any other defenses that may now exist or in the future may be available based  
14        on discovery and further factual investigation of this case.

15           **FIRST AFFIRMATIVE DEFENSE**

16           **(Failure to State a Claim for Relief)**

17          Plaintiffs' SAC, and each claim for relief alleged, fails to state facts sufficient to  
18          constitute a claim for relief against Roadget.

19           **SECOND AFFIRMATIVE DEFENSE**

20           **(Lack of Personal Jurisdiction)**

21          The Court lacks personal jurisdiction over Roadget.

22           **THIRD AFFIRMATIVE DEFENSE**

23           **(Non-Infringement)**

24          Plaintiffs' claims are barred, in whole or in part, because Roadget's copying, if any,  
25        of any element of the works in which Plaintiffs allege a copyright interest, did not involve  
26        the use of any elements of the works protected by copyright.

27          //

28          //

## **FOURTH AFFIRMATIVE DEFENSE**

#### **(Lack of Requisite Originality and/or Creativity)**

Plaintiffs' claims are barred, in whole or in part, because Roadget's copying, if any, of any element of the works in which Plaintiffs allege a copyright interest, did not involve the use of any elements of the works sufficiently original to warrant copyright protection.

## **FIFTH AFFIRMATIVE DEFENSE**

### (Fair Use)

Plaintiffs' claims are barred, in whole or in part, by the doctrine of fair use.

## SIXTH AFFIRMATIVE DEFENSE

## **(No Willfulness)**

Plaintiffs' remedies are barred in whole or in part because Roadget has not willfully infringed any intellectual property or other rights owned by Plaintiffs and because Roadget has acted in good faith and without any intention of injuring Plaintiffs.

## **SEVENTH AFFIRMATIVE DEFENSE**

## **(Invalidity of Plaintiffs' Works)**

Plaintiffs' copyrights in some or all of the works at issue are invalid.

## **EIGHTH AFFIRMATIVE DEFENSE**

### **(Failure to Join Indispensable Parties)**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have failed to join indispensable parties to the action.

## **NINTH AFFIRMATIVE DEFENSE**

### **(Lack of Standing)**

Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' lack of standing to assert their claims.

## **TENTH AFFIRMATIVE DEFENSE**

### **(Waiver, Estoppel, Acquiescence)**

Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, estoppel, and/or acquiescence.

# **ELEVENTH AFFIRMATIVE DEFENSE**

## **(No Mitigation of Damages)**

Plaintiffs' claims are barred, in whole or part, because they have failed to mitigate any alleged damages.

# **TWELFTH AFFIRMATIVE DEFENSE**

## **(*Scenes a Faire* and Merger)**

Plaintiffs' claims are barred, in whole or in part, under the *scenes à faire* and merger doctrines.

## **THIRTEENTH AFFIRMATIVE DEFENSE (Plaintiffs' Own Conduct)**

Damages or injuries, if any, suffered by Plaintiffs are attributable to Plaintiffs' own conduct, deeds, words, acts and/or omissions, and not to any conduct, deeds, acts, words, or omissions of Roadget.

## **FOURTEENTH AFFIRMATIVE DEFENSE**

### **(Acts of Third Parties)**

Damages or injuries, if any, suffered by Plaintiffs are attributable to the conduct, deeds, words, acts and/or omissions of third parties, and not to any conduct, deeds, acts, words, or omissions of Roadget.

# **FIFTEENTH AFFIRMATIVE DEFENSE**

## **(Defective Copyright Registrations)**

Plaintiffs' claims are barred, in whole or in part, because the copyright registrations upon which Plaintiffs' claims are purportedly based are invalid and/or do not apply to the works at issue in this case.

# **SIXTEENTH AFFIRMATIVE DEFENSE**

## **(Non-Ownership)**

Plaintiffs' claims are barred in whole or in part because Plaintiffs cannot establish that they own all right, title and interest in and to the works that are allegedly subject to copyright protection.

# **SEVENTEENTH AFFIRMATIVE DEFENSE**

## **(No Injunctive Relief)**

Plaintiffs are not entitled to injunctive relief, because, without limitation, any alleged injury to Plaintiffs is theoretical, not immediate or irreparable, and because Plaintiffs have an adequate remedy at law, and/or public policy concerns weigh against any injunctive relief.

## **EIGHTEENTH AFFIRMATIVE DEFENSE (No Damages)**

Plaintiffs have suffered no damages as a result of any of Roadget's alleged actions or inactions. Moreover, Plaintiffs are not entitled to any damages because the alleged damages, if any, are speculative.

## **NINETEENTH AFFIRMATIVE DEFENSE (Innocent Infringement)**

Plaintiffs' claims for statutory damages under 17 U.S.C. §§ 504(c) are barred, in whole or in part, because Roadget could not be aware or have believed that its acts constituted infringement of a valid copyright.

# **TWENTIETH AFFIRMATIVE DEFENSE**

## **(Statutory Damages Limited)**

Plaintiffs' statutory damages, if existent or permitted, are limited by, *inter alia*, the Due Process Clause of the United States Constitution, the applicable law of the Ninth Circuit and the Central District of California, and/or to the extent they do not bear a reasonable relationship to actual damages.

# **TWENTY-FIRST AFFIRMATIVE DEFENSE**

## **(No Attorneys' Fees)**

Plaintiffs' SAC fails to state facts sufficient to state a claim for costs and attorneys' fees against Roadget.

//

1                   **TWENTY-SECOND AFFIRMATIVE DEFENSE**  
2                    (**Unclean Hands**)

3                 Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

4                   **TWENTY-THIRD AFFIRMATIVE DEFENSE**  
5                    (**Copyright Misuse**)

6                 Plaintiffs' claims are barred, in whole or in part, by the doctrine of copyright misuse.

7                   **TWENTY-FOURTH AFFIRMATIVE DEFENSE**  
8                    (**License**)

9                 Plaintiffs' claims are barred, in whole or in part, because Roadget had or has a lawful,  
10 express or implied license, granted or authorized by or on behalf of Plaintiffs.

11                  **TWENTY-FIFTH AFFIRMATIVE DEFENSE**  
12                  (**First Sale Doctrine**)

13                 Plaintiffs' claims are barred, in whole or in part, by the first sale doctrine under 17  
14 U.S.C. § 109.

15                  **TWENTY-SIXTH AFFIRMATIVE DEFENSE**  
16                  (***De Minimis* Use**)

17                 Plaintiffs' claims are barred, in whole or in part, to the extent any alleged use of  
18 Plaintiffs' allegedly copyrightable material constitutes *de minimis* use.

19                  **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**  
20                  (**Independent Creation / No Copying**)

21                 Any similarities between Plaintiffs' works and the allegedly infringing products are  
22 not the result of any actual copying of Plaintiffs' works by Roadget or its agents. On  
23 information and belief, the designs appearing on the allegedly infringing products were  
24 independently created by third-party vendor(s), suppliers, and/or designers.

25                  **PRAYER FOR RELIEF**

26                 **WHEREFORE**, Roadget prays for judgment as follows:

27                 1. That the Court find against Plaintiffs and for Roadget on each count in  
28 Plaintiffs' SAC;

2. That the Court find against Plaintiffs and for Roadget on Roadget's Affirmative Defenses;

3. That the Court deny Plaintiffs any and all of their requested relief, including by denying any injunctive relief and any award of any monetary sums whatsoever;

4. That Roadget be awarded its attorneys' fees and costs as permitted by law; and

5. That Roadget be awarded such further legal and equitable relief as the Court deems proper.

## **JURY DEMAND**

Roadget requests a trial by jury of all issues triable by jury.

Dated: March 24, 2023

## GREENBERG TRAURIG, LLP

By: /s/ Nina D. Boyajian

# Nina D. Boyajian

*Attorney for Defendant Roadget Business Pte., Ltd.*